



AGENDA FOR THE CITY OF BARABOO PUBLIC SAFETY COMMITTEE

Members noticed must notify Committee Chairman Wedekind at least 24 hours before the meeting if they will not be able to attend.

Date and Time: Monday, October 05, 2020 – **1:00 P.M.**

Location: City Services Center – 450 Roundhouse Court, Baraboo, WI

Members Noticed: Phil Wedekind, Tom Kolb, Michael Plautz

Others Noticed: Interim Administrator E. Geick, Mayor M. Palm, Capt. R Sinden, Police Chief M. Schauf, Fire Chief K. Stieve, Attorney E. Truman, City Engineer T. Pinion, Utility Superintendent W. Peterson, Street Superintendent T. Gilman, and Library.

1. Call to Order

- a. Note compliance with the Open Meeting Law.
- b. Roll call.
- c. Approve agenda.
- d. Approve minutes of August 31, 2020 Public Safety Committee meeting.

2. Action Items

- a. Consider revising Official Traffic Map to designate one additional handicap parking stall in Downtown Baraboo on the west end of the south side of 4th Avenue between Broadway and Birch Street.
- b. Recommend levying Special Assessments in accordance with the Sidewalk Policy for new concrete sidewalk on Draper Street that was installed as part of the 2020 Street Improvements project and part of the 2020 Draper Street Improvements project.
- c. Review and approve proposed Lease Agreement with BDAS for a portion of the Fire Department building at 135 4th Street, contingent upon formal approval of the Baraboo District Ambulance Commission.
- d. Review and approve request to reserve eight designated parking spaces in the Municipal Parking Lot located on the southwest quadrant of the intersection of 5th & Ash Streets for BDAS.
- e. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for September, 2020.

3. Information Items

- a. Discuss opportunity to apply for a new Lead Service Line Replacement grant

4. Reports

- a. Utility Superintendent's Report
 - i. Staffing updates
 - ii. Project updates
 - iii. Water Rate Study
 - iv. Highlights of the preliminary 2021 Budget

- b. Street Superintendent's Report
 - i. Staffing updates
 - ii. Equipment Updates
 - iii. Monthly Report on Public Works Department activities
 - iv. Project updates
 - v. Highlights of the preliminary 2021 Budget

- c. Police Chief's Report
 - i. Update on COVID 19 police response
 - ii. Staffing Update
 - iii. Case/ Response Update
 - iv. Highlights of the preliminary 2021 Budget

- d. Fire Chief's Report
 - i. Monthly Incident Report
 - ii. Operations Study update
 - iii. Building Remodel Update
 - iv. Staffing updates
 - v. Highlights of the preliminary 2021 Budget

5. **Adjournment**

Phil Wedekind, Chairperson

Agenda Prepared by Kris Jackson
Agenda Posted by Kris Jackson on October 1, 2020

PLEASE TAKE NOTICE that any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk (101 South Blvd or phone 355-2700) during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY, NOT TO BE PUBLISHED

MEMORANDUM

City of Baraboo

Date: August 27, 2020

To: Public Safety Committee

From: Tom Pinion

Re: Background for the August 31st meeting @ **1:00 pm** – City Services Center

ACTION ITEMS:

Item A. The City has received a request for a handicap parking stalls on the 4th Ave side of the southeast corner of the intersection of Birch Street and 4th Avenue (across from the Library).

Item B. As part of the street reconstruction projects planned for 2020, new sidewalk was installed through several asphalt driveways on Draper Street. In accordance with our Sidewalk Policy, sidewalks are required to be concrete so new concrete sidewalk was installed through these asphalt driveways. There were two such driveways, one on either side of Draper Street, north of Madison Ave that were part of the 2020 Street Improvements project and three such driveways on the east side of Draper Street south of Madison Ave that were part of the 2020 Draper Street Improvements project. Our records indicated that sidewalk existed on both sides of the entire length of Draper Street so we did not originally plan for any new concrete sidewalks on either project. Consequently, the levying of special assessments for this new sidewalk is occurring after-the-fact but the Sidewalk Policy is clear that all benefitting properties be assessed for new concrete sidewalk where none previously existed.

Item C. See the Draft version of the Lease Agreement in the packet.

Item D. See the red-lined version of the Ordinance in the packet.

Item E. This is the standing agenda item to review and approve monthly utility billing adjustments. The adjustments for September 2020 is included in the packet.

INFORMATION ITEMS:

Item A. As the result of recent federal legislation, more than \$63 million in SDWLP principal forgiveness funding will be available to Wisconsin municipalities for private lead service line (LSL) replacements.

The DNR will begin taking applications for this funding beginning in September 2020. Municipalities interested in the private LSL principal forgiveness funding must submit a Program Priority Evaluation and Ranking Formula (PERF) no later than November 15, 2020. Any PERF submitted after that date will go to the bottom of the priority list. In order to receive an award for the full construction season, applications should be submitted no later than February 2021. All applications for the 2021 construction season must be submitted by June 30, 2021.

The Water Utility is seriously considering applying for this new funding program and looking for some direction from the Committee.

Item B. As part of the DOT's design process, all access points to Hwy 33 have been reviewed. The general rule of thumb is to minimize the number of access points along the corridor, especially for properties with multiple driveways. I will have a list of the driveways we are hoping to eliminate. I am also looking for any informal feedback you care to offer regarding the potential elimination of access to

8th Street from Warren Street and Wood Street. These are three-way intersections with relatively low volume on the side street.

See you Monday at **1:00 PM !**

Minutes of the Public Safety Committee Meeting – August 31, 2020

Members Present: Phil Wedekind and Tom Kolb. Mike Plautz was absent. **Others Present:** Kevin Stieve, Tom Pinion, Wade Peterson, Mark Schauf, Mr. & Mrs. Andy Anderson, and Kris Jackson.

Call to Order - Committee Chairman Phil Wedekind called the meeting to order at 1:00 P.M. at Baraboo City Service Center. Compliance with the Open Meeting Law was noted. It was moved by Kolb, seconded by Wedekind to approve the agenda as posted. Motion carried unanimously. It was moved by Plautz, seconded by Kolb to approve the minutes of the July 13, 2020 meeting. Motion carried unanimously.

New Business

- a. Consider request by Andy Anderson to allow a connection to the City's water main for his 40-acre parcel located on the south side of Trap Shoot Road approximately a ¼ mile east of CTH A in the Town of Fairfield – Pinion said what prompted this was the landfill having contaminated groundwater, so anyone that had a private well was authorized to connect to the City's water service. He said that anyone beyond the designated areas, the ordinance has to be amended to include the property as areas that can be served. He said by statute is you live within ¼ mile of a landfill, active or inactive, you cannot drill a new private well. Pinion said Anderson is just outside of the ¼ mile, and because there was documented, questionable groundwater in the two locations nearest to Anderson, rather than taking a chance drilling a private well, he is requesting to connect to the City water. Pinion said that this would be a simply connection, and the owner would be fully responsible for the cost to connect. It was moved by Kolb, seconded by Plautz to recommend amending the ordinance to allow a connection to the City's water main as requested by Andy Anderson. Motion carried unanimously.
- b. Consider revising Section 7.09(2) of the Municipal Code of Ordinances to add a No Parking on southerly 50 feet of West Street between 2nd Avenue and the alleyway south of 2nd Avenue – Pinion said that the south end of West Street is routinely parked with cars or trailers on both sides of the street directly across from the alley and north of it. He said that this makes it extremely difficult for garbage and recycling trucks, as well as snowplows to get down the alley. Schauf does not have a problem with this as long as the homeowner is notified. It was moved by Kolb, seconded by Plautz to recommend revising the ordinance to add No Parking on the southerly 50 feet of West Street between 2nd Avenue and the alleyway south of 2nd Avenue. Motion carried unanimously.
- c. Consider restricting access to the Brush Site on the south end of Briar Street – Pinion said that staff would like to improve operations here and minimize the cost to the City. He said that this is a service that citizens like; the fact that we provide curbside collection should be the premium service, the gold standard. He said having this site open just makes it available to everybody and anybody who wanders by, either intentionally, or unintentionally so we get a wealth of extra material there from non-Baraboo residents. It is difficult to run down violators and the mound builds. He said the City just spent \$10,000 to hire someone to shred it down to mulch, and unfortunately, there is no demand for mulch. Wedekind and Plautz would hate to give this up for the citizens. Plautz suggested installing a gate on either side of entrances, and possibly restricting the hours that it is open. He said another possibility would be to close the entire site from November to March to coincide with the City brush pickup schedule. Pinion said that this is for the brush site only, the compost, asphalt rubble and concrete rubble would remain as exists. Pinion said that staff is trying to do something to control costs and improve operations without burdening the residents. Wedekind felt that we would have to ramp up the brush pickup to possibly twice a month. Pinion said that the department normally picks up after a storm. Kolb was interested in Plautz's proposal for gates. Kolb suggested gating each entrance to the site and possibly pay an employee an extra hour and one-half and close the site at 6:00. It was Pinion's suggestion to close it during business hours and see what type of feedback is given. Wedekind felt that a possibility would be open it for four hours on a Saturday and staff it. Pinion said the City pickup is the last week of the monthly, it could be a possibility to staff the brush site on the 2nd Saturday from 8:00 a.m. to 4:00 p.m., and it could be chipped as it was brought in. Pinion said that it would be a steep learning curve for residents. Wedekind asked what the penalty for dumping was and Schauf stated \$213.00, including court costs. Attorney Truman said that the City's take is only \$60.00. Pinion said that Gilman is suggesting starting on October 31. Kolb felt that if the City closed the site on a trial basis, brush should be picked up twice a month. Pinion said that as of October 31 the site would only be open on the week that brush is collected from 7:00 a.m. to 3:30 p.m., and then if possibly a Saturday. He said that if there was too much brush to be picked up, possibly go to twice a month pickup. Pinion said that he would like to keep as much the same as possible, if it got too overwhelming with once a month pick up, then either staffing the site during the week, or adding a second curbside pickup would have to be seriously be thought about. Schauf said that he understands Gilman's position, but it will be a hornet's nest. Pinion said that Gilman's feels that as much as 40% of the people using this site are non-City residents; therefore, the \$10,000 per year would drop to \$6,000, unless the City collects it and chips it curbside, then it drops to zero. Plautz is in favor of collecting brush curbside the last week of the month and leaving the site open that same week for

residents to bring brush in. Wedekind is in favor of leaving everything the way it is at this time, or trying it on a trial basis. Pinion said that Gilman does not expect there to be any more brush generated by closing the site. Pinion said closing the site as of October 31 would give staff two months to educate the residents. Kolb said that the information has to emphasize that the brush has to be out, ready for pickup on Monday morning. After more discussion, it was moved by Kolb, seconded by Plautz to keep curbside pickup on the last full week of each month April through October, and to close the brush site effective November 1, 2020. Motion carried unanimously.

- d. Consider Fire Departments request to purchase a used inflatable Zodiac boat from the Sauk County Sheriff's Dept. – Stieve said that the Sheriff's Department purchased this item on Craig's List. He said that he talked to the Sheriff about going in half on the purchase, but he did not want to do so. He said that this item is not a budgeted item; however, there is money available for the purchase. It was moved by Kolb, seconded by Plautz to approve the purchase of a used inflatable Zodiac boat from the Sauk County Sheriff's Department. Motion carried unanimously.
- e. Review and approval of monthly Billing Adjustments/Credits for Sewer and Water Customers for July and August, 2020 – It was moved by Plautz, seconded by Kolb to approve the monthly billing adjustments/credit for Sewer and Water Customers for July and August, 2020. Motion carried unanimously.

Informational Items

- a. Video Presentation of the Wisconsin DOT's Virtual Public Informational Meeting for the upcoming STH 33 Reconstruction Project – The Committee watched the Virtual Public Information Meeting.
- b. Discuss potential for eliminating access to STH 33 for certain private driveways and/or public streets - Pinion said that as part of the DOT's design process, the general rule of thumb is to minimize the number of access points along the corridor, especially for properties with multiple driveways. Driveways to be eliminated would be one from Viking, one from Kwik Trip, and one from East and 8th Street. He said that he was looking for informal feedback from the Committee regarding the potential elimination of access to 8th Street from Warren Street and Wood Street. He said that they are three-way intersections with relatively low volume on the side street. Schauf said that the one challenge with Wood is that there is a crossing there, so that would eliminate it. Pinion said that the crossing would be move somewhere else. Kolb asked the possibility of making Wood and Warren and right turn in and right turn out only, which Pinion said is a restricted access as opposed to eliminating it, which could be a possibility. Schauf said that mostly Police officers use Wood Street in order to do radar.

Reports

- a. Utility Superintendent's Report
 - i. Staffing updates – Nothing to report.
 - ii. Project updates – Peterson said Oak Street Booster Station is done for the most part. He said that they are going to try to contact three or four more people with lead services to try to burn up the grant. He said on Wednesday he would be attending a DNR Webinar on funding for 2021. He said the utilities, and the curb and gutter are done on Mound Street, and the final shaping is being done. He said that service disconnections would begin on October 6.
 - iii. Water Rate Study – Peterson said the application was submitted on August 25, the rough projections are a 53% increase. He said that they are a long way from seeing how true that number will be. Jan and Jessica did a great job completing the application, not many systems our size can complete the application in-house.
- b. Street Superintendent's Report
 - i. Staffing Updates - Nothing to report.
 - ii. Equipment Updates – Pinion said the department got delivery of the chassis for the plow truck ordered this year so it is at Universal Equipment getting the plow and box installed.
 - iii. Monthly Report on Public Works Department – No report in packet.
 - iv. Project updates - Pinion said the Department has been busy, all projects that the department was going to self-perform, alleys included, and some of the significant intersection that were tackled are all done. He said the remaining pavement to be done is on the Camp Street alley, which will be approximately three week when Gasser is back in town to pave Draper.

c. Police Chief's Report

- i. Update on COVID 19 police response – No specific report.
- ii. Staffing Update – Schauf said that there a two opening at this time. He said that there is one subject, who is actively involved, but he was pulled for the reserves; therefore, he is holding it open out of respect for his service to our Country. He said that Kathy Klein was hired to fill the Community Service Officer's position.
- iii. Case/Response Update – Schauf said that the Department is live now with their new records management, which gives them some unique tools, they are able to pull a lot more data than they ever have before. He is hoping to have a report for the Committee next month; they are still learning the system. He said the department is dealing with a couple of nuisance properties one on 1st Street and one on 11th Street. Schauf said that the Department is prepared for the in-person start to the school year. He said that they are anticipating many issues have gone unreported and mental health of the kids and staff will be challenged. He said there would also be issues with parking and the construction of Draper Street that the Department will be dealing with. Schauf informed the Committed that a request would be going to Admin Committee to add domesticated ducks and quail to the Chicken ordinance. He said two different parties have made requests, so it will be reviewed and possibly seen at Council. He said that he is going to try to start report use of force because it is such a prevalent issue within our community. He said that if there any major uses of force he plans to report them not only to the Police & Fire Commission, but also to the PSC. He said that any use of force above handcuffing is reviewed. He said that every one of the police officers within the last month have done a word for word policy review and trained on incident responses and the use of BWC. Kolb commended Schauf in the current atmosphere all the officers going with force policy training.

d. Fire Chief's Report

- i. Monthly Incident Report – Stieve said that the report was in the Committee's Council Packet.
- ii. Staffing Update – Stieve said there are currently 33 minus one on military leave. He said that two more have been hired, and three more are in the process, they will be interviewed tomorrow evening, and one of those will have to go through the physical ability test.

AJOURNMENT – It was moved by Kolb, seconded by Plautz to adjourn at 2:30 p.m. Motion carried.

Respectfully submitted,

Phil Wedekind, Chairman

LEASE AGREEMENT BETWEEN THE CITY OF BARABOO AND THE BARABOO DISTRICT AMBULANCE SERVICE

THIS LEASE AGREEMENT ("LEASE") is entered into by and between the City of Baraboo, a Wisconsin municipal corporation with a mailing address of 101 South Blvd., Baraboo, WI 53913, ("**CITY**") and the Baraboo District Ambulance Service, an Emergency Medical Services District comprised of eight municipalities with a current mailing address of PO Box 195, 120 Fifth Street, Baraboo, WI 53913, which shall change to 135 4th Street, Baraboo, WI 53913, upon the Start Date of this Lease ("**BDAS**"). For purposes of this Lease, the City and BDAS may be jointly referred to herein as "the Parties" or individually as a "Party."

Subject to the terms and mutual consideration contained herein, the Parties agree as follows:

1.0 LEASED PREMISES; USE; TERM; RENT.

- 1.1 **Leased Premises.** The City hereby leases to BDAS a portion of the building and parking lot located at 135 4th Street, Baraboo, WI 53913, commonly known as and referred to herein as the "**Fire Department building**," and a portion of the building and parking lot located at 121 Fifth Street, Baraboo, WI 53913, commonly known as and referred to herein as the "**Alma Waite bBuilding**." The portions of the Fire Department **building** and Alma Waite **bBuilding** being leased by the City to BDAS is as more fully described on Exhibit A, attached hereto and fully incorporated herein ("**Leased Premises**"). Access to any other part of the Fire Department **building** or the Alma Waite **bBuilding** by BDAS or an officer, employee, agent, volunteer or associate thereof without prior approval from the City Administrator or designee is prohibited.
- 1.2 **Use.** BDAS shall be permitted to use the Leased Premises for the sole and exclusive purpose of providing Emergency ~~Management~~ **Medical** Services and any associated services related to BDAS pursuant to its Bylaws and Ch. 256, Wis. Stats., which may include, but is not limited to, equipment storage, personnel offices, to hold meetings and to conduct trainings. Use of the Leased Premises by BDAS or any officer, employee, agent, volunteer or associate thereof for any other purpose is strictly prohibited.
- 1.3 **Term.** This Lease shall be valid on the date of full execution by both the City and BDAS. The term of the Lease shall be from ~~November-January 1, 2020-2021~~ ("**Start Date**") through ~~October-December~~ 31, 2025 ("**End Date**"). This Lease may be extended beyond the End Date only with mutual written agreement by the Parties.
- 1.4 **Rent and Payments.** There shall be no rent due from BDAS to the City but for the expenses provided for in Section 3.0, Expenses, below. All payments of the expenses shall be pursuant to the terms contained in Section 3.0. Payments of the expenses shall be mailed to:

City Treasurer
City of Baraboo
101 South Blvd.
Baraboo, WI 53913

All payments shall be paid without demand and without any setoff, counterclaim or deduction whatsoever.

2.0 OPERATION AND MAINTENANCE OF LEASED PREMISES.

- 2.1 **Leased Premises As-Is.** BDAS acknowledges that the City is not making any representations, warranties, promises, or guarantees of any kind to BDAS, including, without limitation, any representations about the quality, condition, or suitability of the Leased Premises to be used for the purpose described herein. In deciding to enter this Lease, BDAS has made its own independent evaluation of the suitability of the Leased Premises for its intended and permitted use.
- 2.2 **No Owner Responsibilities.** BDAS has sole responsibility for the planning, setup, management, and carrying out of its operations on the Leased Premises, including, without limitation, obtaining any permits required. Owner has no obligation to make any alterations, improvements, or repairs of any kind on the Leased Premises, [the Fire Department building or the Alma Waite building](#) or to provide any services or other support except as otherwise provided for herein.
- 2.3 **Comply with Laws.** BDAS will use the Leased Premises in compliance with all applicable zoning, environmental, and other laws and regulations.
- 2.6 **No Alterations.** BDAS may not make or permit any alterations or improvements to the Leased Premises, [the Fire Department building or the Alma Waite building](#) without the City Administrator or designee's prior written consent. Except as otherwise decided in writing by the Parties, upon the expiration or termination of this Lease, all improvements and alterations to the Leased Premises, [the Fire Department building or the Alma Waite building](#) will belong to the City and the City will have no obligation to reimburse BDAS.
- 2.8 **No Transfers.** BDAS shall not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, or sublet or allow the Leased Premises or any part of the Leased Premises, [the Fire Department building or the Alma Waite building](#) to be used or occupied by others without prior written approval from the City Administrator or designee. Any attempted transfer in contravention of this Section shall be deemed void and is a default under this Lease.
- 2.9 **Right of Inspection.** The City may enter the Leased Premises at all reasonable times to inspect the Leased Premises and evaluate whether BDAS is in compliance with the terms of this Lease, and for the purposes of taking any other actions the City believes are appropriate to protect the City's interest in the Leased Premises, or to offer the Leased Premises for sale. This Section does not impose any duty on the City to inspect the Leased Premises, report to BDAS the results of any inspection, or assume any liability of any kind arising from inspecting or not inspecting the Leased Premises.
- 2.10 **Access to Leased Premises.** If an employee, agent or officer of BDAS is not personally present to open and permit entry into the Leased Premises at any time when for any reason an entry shall be deemed necessary by an employee or agent of the City, including,

but not limited to, requiring entry to make an emergency repair, the employee or agent of the City may enter the same by a pass key and such entry shall not in any manner affect the obligations and covenants of this Lease.

2.10 **Liens.** BDAS will not incur, create, assume, or permit the creation of, any lien on any portion of the Fire Department [building](#) or Alma Waite [bB](#)building (including any mechanic or construction liens). BDAS shall keep the Fire Department [building](#) and Alma Waite [Bb](#)building clear of any and all liens arising out of any work performed or materials furnished to BDAS for or at the Fire Department [building](#) or Alma Waite [bB](#)building, and any other obligations BDAS incurs.

2.11 **Hazardous Substances Restrictions.** BDAS shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Leased Premises by any person without first obtaining the City Administrator or designee's written consent, which may be withheld at the City's sole and absolute discretion. [With the nature of business, medical waste and oxygen are recognized and allowed.](#) If Hazardous Substances are used, stored, generated, or disposed of on or in the Lease Premises, or if the Leased Premises becomes contaminated in any manner for which the BDAS is liable, BDAS shall indemnify, defend and hold the City harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Leased Premises or Property and any and all sums paid for settlement of claims, attorneys', consultant and expert fees) arising during or after the term of this Lease and arising as a result of such contamination by Lessee. This indemnification includes without limitation any and all costs incurred because of any investigation of the site or any cleanup, removal, ore restoration mandated by federal, state, or local agency or political subdivision. In addition, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and this results in contamination, BDAS shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing before the presence of any such Hazardous Substance on the Leased Premises provided, however, that BDAS shall first obtain the City's written approval for any such remedial action.

As used herein, "**Hazardous Substance**" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Wisconsin, or the United States government, and includes any and all material or substances which are defined as "hazardous waste," "extremely hazardous waste," or a "Hazardous substance," pursuant to state, federal or local governmental law.

3.0 **EXPENSES.**

3.1 **Utilities.** BDAS shall be solely responsible for ~~paying their portion~~^{50%} of the utilities of the [Fire Department building and Alma Waite building](#)~~Leased Premises~~, where "**utilities**" is defined as all water, electricity, waste disposal, gas, heating, sewer, internet/television service, telephone and other utilities and services supplied to the [Fire Department building and the Alma Waite building](#)~~Leased Premises~~, together with any taxes thereon. If at any time in the City's reasonable judgment the City determines that BDAS is using a disproportionate amount of water, electricity or other commonly meter utilities, the City may require BDAS to pay the City an amount equal to such increased costs. All utilities

shall remain in the City's name unless otherwise agreed to in writing, and payment to the utility companies shall be made directly by the City. The City shall invoice BDAS for its proportion of the utility expenses no later than 30 calendar days after the date the City pays the utility expenses; payment must be received by the City from BDAS without 30 calendar days of the date of the City's invoice to BDAS. As an attachment to the invoice, a copy of the original utility bill will be attached.

3.2 **Maintenance and Repairs.** BDAS shall be responsible for keeping the Leased Premises in a neat, clean, respectable and good tenantable condition. BDAS shall make such improvements on the Leased Premises as shall be necessary to keep said Premises in at least as good a condition as at the Start Date of this Lease. The Parties agree to evenly share the costs associated with all routine maintenance to the ~~Leased Premises~~Fire Department building and Alma Waite building, where "routine maintenance" is defined as all repairs and maintenance including, but not limited to, electrical, plumbing, heating, ventilating, and air conditioning systems located on the Fire Department building or the Alma Waite building~~Leased Premises~~. The City agrees to be responsible for, at the City's expense, major structural repairs, such as roof repairs and for furnace replacement. Any repairs or replacements necessitated or caused by the acts and/or omissions of BDAS shall be BDAS's responsibility. Unless otherwise agreed in writing, the City shall, at its own expense, have the right to make such alterations and improvements to the Fire Department building or the Alma Waite building~~the Leased Premises~~ as shall be reasonably necessary for BDAS to use the Leased Premises for the operation of BDAS provided, however, that prior to the commencement of any such alteration or improvement, the City shall in each case have approved in writing such alterations or improvements and the plans and specifications thereof. BDAS's continuing possession of the Leased Premises shall be conclusive evidence that the Leased Premises were in good order and in a safe and satisfactory condition when BDAS took possession. BDAS agrees that no promise of City to alter, remodel, decorate, clean or improve the Leased Premises and no representation respecting the condition of the Leased Premises has been made by the City to BDAS unless the same is set forth in this Agreement. BDAS shall be fully responsible for noticing and correcting any unsafe condition on the Leased Premises. The City shall be solely responsible for snow removal from the Fire Department building and the Alma Waite building~~Leased Premises~~, including the public sidewalk on 5th Street and the ingress and egress areas serving the Leased Premises.

3.3 **Janitorial Services.** The Parties agree to enter into a separate written and binding agreement regarding janitorial services for the Leased Premises no later than 60 calendar days after the date of the execution of this Agreement.

4.0 TERMINATION; FORCE MAJEURE; DESTRUCTION OF LEASED PREMISES.

4.1 **At Will.** This Lease may be terminated at any time and for any reason by either Party, including, but not limited to, if the City chooses to cease using the Fire Department building~~BDAS for said services~~. Such a termination will be effective 180 calendar days after delivery by the terminating party to the other party of a written notice of termination under this Section.

- 4.2 **Breach by BDAS.** If BDAS breaches any of its duties or obligations under this Lease, the City may provide BDAS with written notice of the breach. If BDAS fails to cure the breach within 15 calendar days after receipt of such notice, the City may terminate this Lease by providing written notice, with the termination date effective 15 calendar days after delivery of such notice to BDAS. The City will, in its sole discretion, determine whether the breach has been cured.
- 4.3 **Yielding Possession.** Upon expiration or termination of this Lease, BDAS will leave and surrender the Leased Premises to the City in at least as good order and condition as on the date that this Lease is signed.
- 4.4 **Cooperate in Transition.** Upon expiration or termination of this Lease, the rights of BDAS under this Lease will immediately, automatically, and without consideration terminate and revert to the City. BDAS will cooperate in good faith in reasonable transition activities with the City prior to and after expiration or termination of this Lease in order to minimize impact on the community and the City's use of the Leased Premises.
- 4.5 **Personal Property.** If BDAS leaves any of its personal property on the Leased Premises after the expiration or termination of this Lease, the City may, at the City's sole option, store it at a warehouse or any other location for BDAS's account and at BDAS's account and risk. The City will release the property only when BDAS pays all charges relating to storage and all other amounts BDAS owes under this Lease. If BDAS does not reclaim its property within the period permitted by law or 30 days, whichever is sooner, the City may sell it in accordance with the law and apply the proceeds of the sale to any amounts BDAS owes the City under this Lease, or retain BDAS's property, granting the City credit for the reasonable value of BDAS's property against any amounts owed by BDAS to the City.
- 4.6 **Holding Over.** If the City terminates this Lease, or upon expiration of this Lease, any holding over by BDAS without the City's express written consent is not a renewal or extension of the Lease and will not give BDAS rights in or to the Leased Premises.
- 4.7 **Force Majeure.** The City does not warrant that any of the services to be provided in this Lease will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of the City to obtain fuel or supplies or any other cause or causes beyond the reasonable control of the City. Any such interruption of service shall never be deemed an eviction or disturbance of BDAS's use and possession of the Leased Premises of any part thereof, or render the City liable to BDAS for damages, or relieve BDAS from performance of BDAS's obligations under this Lease. Notwithstanding the foregoing, if any of the services provided for in this Lease are interrupted and such interruptions substantially impair BDAS's use of the Leased Premises for a period in excess of 30 consecutive calendar days, the ~~rent expenses~~ herein shall abate to the extent that the Leased Premises are not usable for BDAS's purposes under this Lease, beginning with the 30th day. The City shall use its best efforts to restore any of the services so interrupted as promptly as possible.
- 4.8 **Destruction of Leased Premises.** If the Leased Premises is, in the sole judgment of the City, made untenable by fire or other casualty, the City may elect by written notice to

BDAS within 60 calendar days after the date of the fire or casualty: (a) to terminate this Lease of the date of the fire or casualty, or (b) to proceed to repair, restore or rehabilitate the Leased Premises to a reasonable tenantable condition within 120 regular business days after the date of the destruction. In the event this Lease is not terminated pursuant to this section, rent shall abate on a daily basis during the period of unitability. If the event of the termination of this Lease pursuant to this section, rent shall be apportioned on a daily basis and paid to the date of the fire or other casualty.

5.0 INDEMNITY AND WAIVERS OF LIABILITY.

- 5.1 **INDEMNIFICATION.** BDAS WILL DEFEND, INDEMNIFY, AND HOLD THE CITY AND THE CITY'S OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ASSIGNS (REFERRED TO COLLECTIVELY THE "**OWNER PARTIES**"), HARMLESS AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, EXPENSES, AND ATTORNEYS' FEES (TOGETHER, "**LOSSES**"), INCLUDING, WITHOUT LIMITATION, LOSSES ARISING FROM ANY DEATH, PROPERTY DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER THAT MAY BE SUFFERED OR SUSTAINED BY BDAS OR ANY OF BDAS'S MEMBERS, EMPLOYEES, CONTRACTORS, CLIENTS, OR ANY OTHER PERSON IN A RELATIONSHIP WITH BDAS OR OTHERWISE PARTICIPATING IN OR PRESENT IN THE LEASED PREMISES (REFERRED TO COLLECTIVELY AS "**BDAS PARTIES**"), WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM (A) BDAS PARTIES' USE OR OPERATION OF OR PRESENCE ON THE LEASED PREMISES, (B) ANY BREACH BY BDAS OF THIS LEASE, AND/OR (C) ANY ACTION OR ACTIVITY STEMMING FROM THIS LEASE, EXCEPT TO THE EXTENT THE LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER. THIS SECTION 5.1 WILL SURVIVE ANY TERMINATION OF THIS LEASE.
- 5.2 **WAIVER OF LIABILITY.** BDAS RELEASES AND WAIVES ALL CLAIMS AGAINST THE CITY WITH RESPECT TO OR ARISING OUT OF (A) ANY DEATH OR ANY INJURY OF ANY NATURE WHATSOEVER THAT MAY BE SUFFERED OR SUSTAINED BY BDAS FROM ANY CAUSES WHATSOEVER; (B) ANY LOSS OR DAMAGE OR INJURY TO ANY PROPERTY ON OR ABOUT THE LEASED PREMISES BELONGING TO BDAS; AND/OR (C) THE CONDITION OF THE LEASED PREMISES AND SUITABILITY OF THE LEASED PREMISES FOR USE BY BDAS. SUBJECT TO THE PRIOR PROVISIONS, THE CITY SHALL NOT BE LIABLE FOR ANY DAMAGE OR DAMAGES OF ANY NATURE WHATSOEVER TO BDAS CAUSED BY EXPLOSION, FIRE, THEFT, CRIME, OR NEGLIGENT BEHAVIOR, BY SPRINKLER, DRAINAGE, PLUMBING, OR IRRIGATION SYSTEMS, BY FAILURE FOR ANY CAUSE TO SUPPLY ADEQUATE DRAINAGE, BY THE INTERRUPTION OF ANY PUBLIC UTILITY OR SERVICE, BY STEAM, GAS, WATER, RAIN, OR OTHER SUBSTANCES LEAKING, ISSUING, OR FLOWING INTO ANY PART OF THE LEASED PREMISES, BY NATURAL OCCURRENCE, RIOT, COURT ORDER, REQUISITION, OR ORDER OF GOVERNMENTAL BODY OR AUTHORITY, OR FOR ANY DAMAGE OR INCONVENIENCE WHICH MAY ARISE THROUGH REPAIR, MAINTENANCE, OR ALTERATION OF ANY PART OF THE LEASED PREMISES, OR BY ANYTHING DONE OR OMITTED TO BE DONE BY BDAS PARTIES OR ANY OTHER PERSON ON THE LEASED PREMISES. IN ADDITION, THE CITY SHALL NOT BE LIABLE FOR ANY LOSSES FOR WHICH BDAS IS REQUIRED TO INSURE. THIS SECTION 5.2 WILL SURVIVE ANY TERMINATION OF THIS LEASE.

6.0 INSURANCE.

- 6.1 **Insurance.** BDAS will, at its own cost, pay the premiums for public liability insurance (including liability under the safe place statute) insuring BDAS in at least the following amounts: \$2,000,000 for injuries to any one person, \$2,000,000 for any one accident and \$2,000,000 for property damage.
- 6.1.1 The coverage shall be made on an “occurrence” basis and not a “claims made” basis.
- 6.1.2 The coverage shall list the City of Baraboo, its officers, agents, employees and volunteers as additional insured.
- 6.1.3 All insurance shall contain an endorsement providing that the insurance may not be cancelled or materially altered without 30 days prior written notice to the City from the insurance company.
- 6.2 **Building Insurance.** Insurance for the Fire Department ~~building~~ and Alma Waite ~~Bb~~building shall be obtained and maintained by the City for the duration of this Lease. The City shall be ~~solely~~ responsible for payment ~~___%~~ 50% of the total amount of the costs of the insurance and BDAS shall be responsible for payment of ~~___%~~ 50% of the total amount of the costs. The building insurance shall be in the name of the City, paid directly by the City to the insurance company, and shall be obtained pursuant to the City’s Purchasing Policy. The City shall invoice BDAS for its percentage of the insurance amount no later than 30 calendar days after the date the City pays the insurance company; payment must be received by the City from BDAS without 30 calendar days of the date of the City’s invoice to BDAS.
- 6.3 **Evidence of Insurance.** On or before the City delivers possession of the Leased Premises to BDAS, BDAS will provide the City with a copy of the insurance policies required by Section 6.1. BDAS will deliver to the City evidence of each renewal or replacement of any required insurance policy at least 10 calendar days prior to the expiration of such policy. In lieu of the actual policies, BDAS may deliver to the City a certificate of insurance evidencing BDAS’s insurance policies, provided that the City also receives a copy of the endorsement naming the City as an additional insured.
- 6.4 **Waiver of Claims and Subrogation.** BDAS hereby releases the City from any and all liability or responsibility to BDAS or anyone claiming through or under BDAS by way of subrogation or otherwise for any loss or damage to the Lease Premises, or to the contents of or personal property located in the Leased Premises caused by fire, theft, water or other casualty, whether or not said loss or damage may have been the result of the negligence of the City, its officers, agents, employees or volunteers or other persons or any other cause. BDAS agrees to obtain whatever personal property or contents of insurance is sufficient or appropriate to protect its property against all of the foregoing losses or damage, including but not limited to fire insurance, with extended coverage, vandalism and malicious mischief, theft and mysterious disappearance endorsements, and water damage insurance. The City agrees to have any and all such insurance coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: “This insurance shall not be invalidated should the insured waive in writing prior to a loss any and all rights or recovery against any party for loss

occurring to the property described.” The foregoing release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate insurance coverage.

7.0 GENERAL PROVISIONS.

- 7.1 **Entire Agreement.** This Lease is the entire agreement between the Parties and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between the Parties relating to the same subject matter.
- 7.2 **Amendments.** This Lease may be modified only as stated in a writing signed by both Parties which states that it is an amendment to this Lease.
- 7.3 **Severability.** If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.
- 7.4 **Waiver.** Any waiver of any term of this Lease must be in writing. Failure, neglect, or delay by a Party at any time to enforce the provisions of this Lease will not be considered a waiver of that party's rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.
- 7.5 **Cumulative Remedies.** All of the City's rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to the City at law or in equity. The exercise of any one or more of these rights or remedies will not impair the City's right to exercise any other right or remedy including any all rights and remedies of a landlord under or any similar, successor, or related laws.
- 7.6 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.
- 7.7 **Third-Party Beneficiaries.** Except as specifically provided in this Lease, this Lease is for the exclusive benefit of the City and BDAS, and not for the benefit of any third party.
- 7.8 **Notices.** Notices and consents under this Lease must be in writing and delivered by personal delivery, first class mail, or email to the addresses set out below.

If to the City: Ed Geick, City Administrator
City of Baraboo
101 South Blvd.
Baraboo, WI 53913
egeick@cityofbaraboo.com

If to BDAS: _____

These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section will be considered given two business days after deposit in the mail, or the first business day after delivery by personal delivery or email.

DRAFT

RESOLUTION NO.**Dated:****The City of Baraboo, Wisconsin**

Background: In order to address some of the concerns with the Municipal Parking Lots at the corner of 5th Street/Ash Street and Oak Street/5th Street (located adjacent to/north of the Fire Station), there is request to have a total of eight parking stalls – an increase from the current three parking stalls – reserved just for Baraboo District Ambulance Service (BDAS) employees. These requested parking spots would be located next to the current nine parking stalls that are authorized for use solely by the Fire Department.

There have been numerous parking citations issued to BDAS employees for parking too long in this lot -- employees will park there for their shift with BDAS and then be held-over later at work due to work/calls, resulting in a citation. The additional reserved spots will also help create uniformity between the Fire Department and BDAS, two organizations that provide essential life/safety services to the community, which will be particularly beneficial if BDAS chooses to move into the Fire Department building.

Fiscal Note: (☒ ~~one~~) ☐ Not Required ☐ Budgeted Expenditure ☒ Not Budgeted

Comments: The only fiscal implication would be the cost of painting the lines a different color to distinguish the area

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT Section 7.09(16), Reserved Parking for Officials, of the Baraboo Municipal Code is hereby amended as follows:

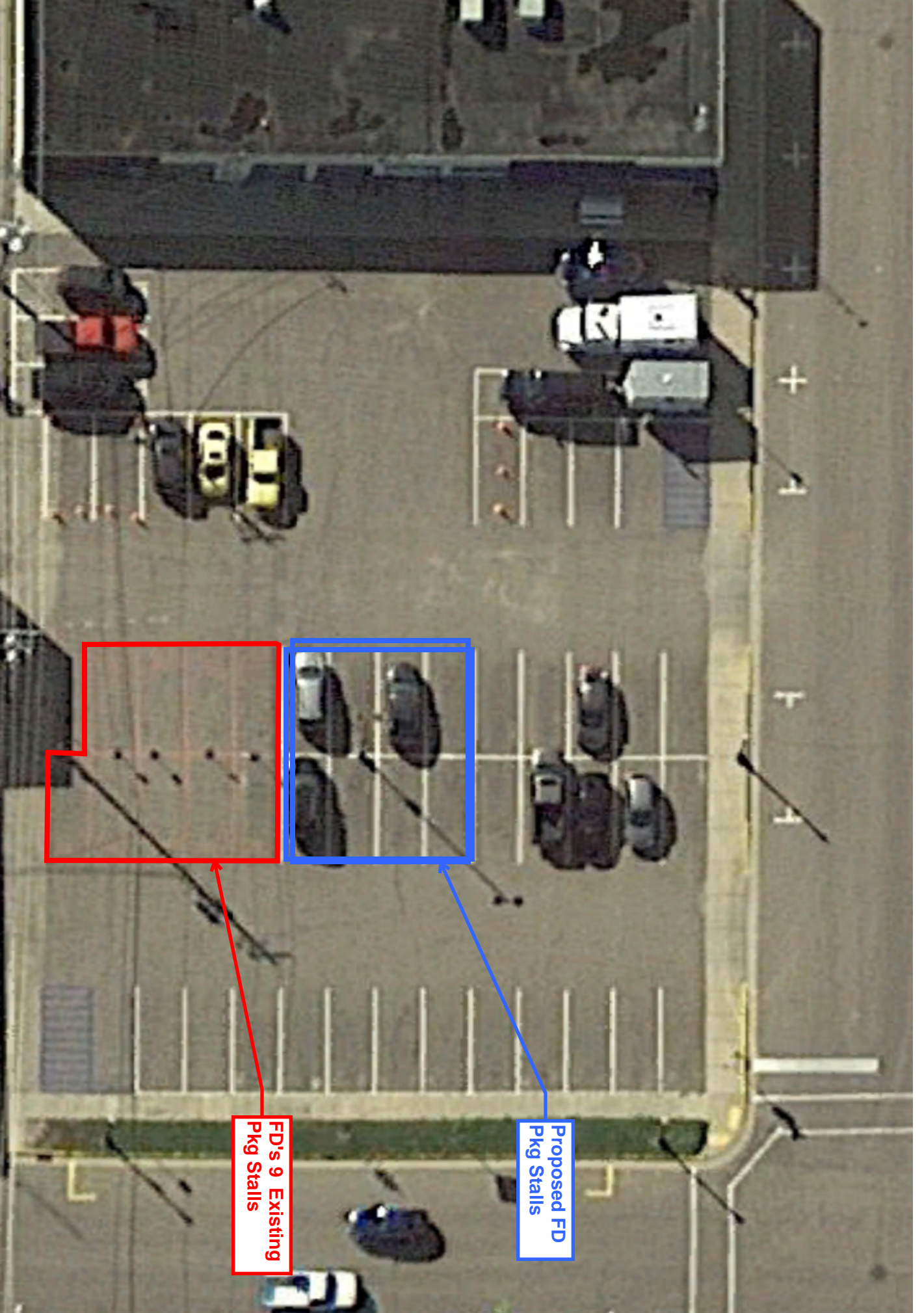
7.09(16) RESERVED PARKING FOR OFFICIALS. (1534 03/02/89, 2494 07/10/2018)

- (a) It is necessary that certain City, County, State and other public employees have reserved parking spaces for their vehicles in City parking lots and on certain city streets in order to allow efficient access to and from public buildings. Therefore, when a parking space in any City parking lot, or City street designated by a distinct sign indicating that the parking space in front of the sign is reserved parking for a City, County, State or other public employee or department, no person shall park or leave standing any vehicle in any part of the reserved space.
- (b) The following ~~officials, departments, and department heads~~ organizations shall have ~~a~~ reserved parking spaces in the City parking lots in the Alma Waite Annex parking lot located north of the Municipal Building: (1802 04/11/95, 2033 11/14/2000, 2321 10/27/2009)

(i) Fire Department ("For Fire Personnel Only") – nine (9) spaces.

(ii) Baraboo District Ambulance Service – 3-eight (8) spaces.

Offered by: Public Safety Committee**Motion:****Second:****Approved:** _____**Attest:** _____



FD's 9 Existing
Pkg Stalls

Proposed FD
Pkg Stalls

Report Criteria:
Selected types: Billing Adjustment

Billing Adjustment

09/25/2020

Name	Customer Number	Type	Description	Amount	Service
CITY OF BARABOO - CITY SERVICES C	64-094000-00	Billing Adjustment	WA CREDIT BULK FILL 3RD QUARTER 21,950	-20.86	WATER - 10
CITY OF BARABOO - CITY SERVICES C	64-094000-00	Billing Adjustment	SE CREDIT BULK FILL 3RD QUARTER 21,950	-59.90	SEWER - 30
Total 09/25/2020:				-80.76	
Total Billing Adjustment:				-80.76	
Grand Totals:				-80.76	

Report Criteria:
Selected types: Billing Adjustment



AUGUST 2020 STREET DEPARTMENT STATUS REPORT

Staffing Updates

- No new staffing to report. DPW staff is continuing with a “split shift” until we feel the COVID situation has quelled to the point that we can safely resume our previous daily work schedule. Due to darkness now extending further into the morning hours, we have altered our “shifts” to a later start time.

Activity Report

- Crews have completed the majority of 2020 scheduled asphalt and concrete repairs. We are still scheduled to repair the joint heaves on the inside lanes of 8th Street/Hwy. 33 with an expected starting date Monday 10/12.
- Cracksealing began the second week of August and will continue until our supply of crackfiller is depleted. Our goal is to seal the resurfaced lanes of 8th Street/Hwy. 33, any utility or asphalt repair patches from 2019 and 2020, and continue with our cracksealing maintenance list that was created in 2018. The late start to cracksealing was due to the delay in the arrival of cracksealing materials.
- We have been prepping for fall leaf collection, which is scheduled to begin on Monday October 19th. Due to the early season cool weather, we anticipate the need to begin collection earlier than scheduled.

Equipment Updates

- We have been notified that our 2020 budgeted route truck now has an expected completion date of March 2021, rather than November 2020. The COVID-19 situation has pushed back both the truck manufacturer and the vendor assigned to outfit the truck with the necessary dump and plowing equipment.
- We have begun soliciting quotes for our scheduled 2021 equipment purchases and have been told to expect an average of 3% increase over 2020 pricing. Given the opportunity, we are pursuing placing orders for 2021 equipment in 2020 to avoid the pricing increase, with invoicing from vendors taking place after January 1st 2021.

Please Stay Healthy and Happy!!
Thank you, The DPW Crew